

**Minutes of Meeting
BOARD FOR CONTRACTORS
INFORMAL FACT-FINDING CONFERENCES
May 19, 2003 (9:00 a.m.)**

The Board for Contractors convened in Richmond, Virginia, for the purpose of holding Informal Fact-Finding Conferences pursuant to the Administrative Process Act.

Mark Kinser, Board member, presided. No other Board members were present.

Jennifer Kazzie appeared for the Department of Professional and Occupational Regulation.

The conferences were recorded by Inge Snead & Associates, LTD. and the Summaries or Consent Orders are attached unless no decision was made.

Disc=Disciplinary Case
Lic=Licensing Application
RF=Recovery Fund Claim
Trades=Tradesmen Application

C=Complainant/Claimant
A=Applicant
R=Respondent/Regulant
W=Witness
Atty = Attorney

Participants

1. Fetterfolf's Well Drilling LLC
File Number 2002-01211 (Disc)
2. Fetterfolf's Well Drilling LLC
File Number 2002-02595 (Disc)
3. Engin Elitok
File Number 2001-02956 (Disc)
4. Bath & A Half Inc.
File Number 2003-00809 (Disc)
5. Michael Goodrow
t/a Goodrow Tile and Carpentry
File Number 2003-00397 (Disc)

Jeanine Abott - C
Patricia Prillaman - W

Tehimina Khan - C
Imran Khan - C
Madhur Khanna - W

Steve Degner - R
Robert McCarthy - W
George Hamar - C

6. Michael S. Lambert
t/a Lambert's Renovation & Design
File Number 2003-00027 (Disc)
Lambert – R
Kristin Berkmeier – C
Deborah Kapsalakis – C
7. Melvin Morgan Roofing & Sheet Metal Co.
File Number 2003-01313 (Disc)
Barbara Chandler – C
8. Fox-Seko Construction Inc.
File Number 2003-00172 (Disc)
Alex Deboissiere – C
Tracey Deboissiere - C
9. Exterior Concepts of VA
File Number 2003-00204 (Disc)
10. Susanna Alexandra Fillman
t/a Fillman's Concrete Construction
File Number 2002-02546 (Disc)
11. Fred Mosser
t/a F & M Drywall Home Improvement
File Number 2003-01683 (Disc)
Mosser – R
12. Ronnie Riggins
t/a Riggins Home Improvements
File Number 2003-02804 (Lic)
Riggins – A

The meeting adjourned at 4:30 p.m.

BOARD FOR CONTRACTORS

Mark D. Kinser, Chairman

Louise Fontaine Ware, Secretary

COPY TESTE:

Custodian of Records

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
BOARD FOR CONTRACTORS**

**RE: FETTEROLF'S WELL DRILLING, LLC
LICENSE NUMBER 2705-055081**

FILE NUMBER: 2002-01211

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on May 19, 2003, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Fetterolf's Well Drilling, LLC (Fetterolf's) on March 28, 2003. The following individuals participated at the conference: Jennifer Kazzie, Staff Member; and Mark D. Kinser, presiding Board Member.

Fetterolf's Well Drilling, LLC did not appear in person or by any other qualified

representative.

Background

On or about January 31, 2001, Wilford Petrie ("Petrie") entered into a contract with Fetterolf's Well Drilling, LLC, in the amount of \$5,000.00, to drill and hook up a Class III-A well at the Dixie Trailer Park, Essex County, Virginia.

Summation of Facts

1. The contract used by Fetterolf's Well Drilling, LLC in the transaction failed to contain the minimum provisions required by the Board's 1999 Regulation 18 VAC 50-22-260(B)(8), subsections (a) when work is to begin and the estimated completion date, (d) "plain-language" exculpatory clause concerning events beyond the control of the contractor and a statement explaining that delays caused by such events do not constitute abandonment and are not included in calculating time frames for payment or performance, (e) statement of assurance that the contractor will comply with all local requirements for building permits, inspections, and zoning,

(f) disclosure of the cancellation rights of the parties, (h) contractor's license expiration date, class of license, and license classifications or specialty services, and (i) statement providing that any modification to the contract which changes the cost, materials, work to be performed, or estimated completion date, must be in writing and signed by all parties.

2. On or about December 31, 2000, Fetterolf's Well Drilling, LLC corporate existence as a limited liability company was terminated by the State Corporation Commission.

3. On or about April 2001, Fetterolf's Well Drilling, LLC drilled a water well at Dixie Trailer Park, Essex County, Virginia.

4. On or about April 18, 2001, Petrie paid Fetterolf's Well Drilling, LLC \$2,500 for drilling the well.

5. On or about June 15, 2001, the Virginia Department of Health notified Petrie of the need to submit plans from a licensed engineer for the new well within fourteen days of their letter.

6. On or about June 20, 2001, Petrie informed Fetterolf's Well Drilling, LLC in writing to hook up the well and provide the installations papers to Jeff Howeth ("Howeth"), an engineer, at 1125 Elm Street, Tappahannock, Virginia. Petrie's letter stated that upon doing this Fetterolf's Well Drilling, LLC would receive the final payment of \$2,500.

7. On or about September 21, 2001, Petrie's attorney, Scott A. Katona ("Katona"), sent Fetterolf's Well Drilling, LLC a copy of a letter from Katona dated September 6, 2001, requesting the well completion report be provided to Howeth.

8. As of March 13, 2002, Fetterolf's Well Drilling, LLC failed to return to the Dixie Trailer Park to perform any additional work or provide the requested documentation.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-260(B)(8) (Effective May 1, 1999)

Fetterolf's Well Drilling, LLC's failure to make use of a legible written contract that contains all provisions specified in the regulations is in violation of the Board's 1999 Regulation 18 VAC 50-22-260(B)(8). I recommend a monetary penalty of \$1000.00 be imposed for the violation of the regulation.

Count 2: 18 VAC 50-22-210(3) (Effective May 1, 1999)

Fetterolf's Well Drilling, LLC's failure to obtain a new license within 30 days of a change in the business entity is a violation of the Board's 1999 Regulation 18 VAC 50-22-210(3). I recommend a monetary penalty of \$500.00 be imposed for the violation of the regulation.

Count 3: 18 VAC 50-22-260(B)(12) (Effective May 1, 1999)

Fetterolf's Well Drilling, LLC intentional and unjustified failure to complete work contracted for is in violation of the abandonment provision of the Board's 1999 Regulation 18 VAC 50-22-260(B)(12). I recommend a monetary penalty of \$2500.00 be imposed for the violation of the regulation, along with revocation of License Number 2705-055081.

By:

Mark D. Kinser
Presiding IFF Board Member
Board for Contractors
Date: May 19, 2003

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705-055081 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
BOARD FOR CONTRACTORS**

**RE: FETTEROLF'S WELL DRILLING, LLC
LICENSE NUMBER 2705-055081**

FILE NUMBER: 2002-02595

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on May 19, 2003, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Fetterolf's Well Drilling, LLC (Fetterolf's) on March 28, 2003. The following individuals participated at the conference: Jeanine N. Abbott, Complainant; Patricia Prillaman, Abbott's daughter; Jennifer Kazzie, Staff Member; and Mark D. Kinser, presiding Board Member.

Fetterolf's Well Drilling, LLC did not appear in person or by any other qualified representative.

Background

On or about April 18, 2000, Marvin T. Abbott ("Abbott") entered into a contract with "Fetterolf's Well Drilling, Inc.," in the amount of \$4,700.00, to install a 3A artesian well on Abbott's property at 391 Mila Road, Heathsville, Virginia. Abbott had already obtained the required Health Permit on or about January 13, 2000.

Summation of Facts

1. The contract used by Fetterolf's Well Drilling LLC ("Fetterolf's") in the transaction failed to contain the minimum provisions required by the Board's 1999 Regulation 18 VAC 50-22-260(B)(8), subsections (a) when the work is to begin and the estimated completion date, (d) a plain language exculpatory clause, (e) statement of assurance regarding local requirements for building permits, inspections and zoning, (f) disclosure of cancellation rights, (h) the contractor's name, license number, expiration date, class of license/certificate,

and classification or specialty services, and (i) a statement providing that any modification to the contract which changes the cost, materials, work to be performed, or estimated completion date, must be in writing and signed by all parties.

2. On April 18, 2000, the licensing record for the Board for Contractors revealed Class C contractor's license number 2705055081 was issued to Fetterolf's Well Drilling LLC ("Fetterolf's"), t/a Fetterolf's Well Drilling LLC, a Limited Liability Corporation.

3. On or about April 16, 2000, Fetterolf's Well Drilling LLC ("Fetterolf's") installed the 3A artesian well on Abbott's property.

4. On or about April 18, 2000, Abbott paid Fetterolf's \$4,700.00 cash for installing the well at 391 Mila Road. Fetterolf's promised to send a water sample to the Health Department for testing, because the water had a very bad smell and taste.

5. On or about June 2000, while Abbott waited for the water test results, air began to fill the water lines and eventually the water stopped flowing. Abbott's daughter, Patricia Prillaman, made numerous telephone requests for Fetterolf's to correct the air problem.

Those requests went unanswered until on or about August 2000. Fetterolf's sent one of their workers by to try to repair the air problem. Fetterolf's did not provide Abbott with the water test results, as promised.

6. On or about January 2001, Abbott contacted Fetterolf's in reference to installing the filter between the holding tank and the house. Fetterolf's promised to order and install the filter as described by Saunders.

7. On or about February 22, 2001, Fetterolf's corrected the air in the lines problem.
8. In March and April 2001, Abbott contacted Fetterolf's numerous times regarding the filter. Fetterolf's never returned Abbott's telephone calls.
9. On or about May 8, 2001, Fetterolf's told Abbott the filter system had been ordered. Fetterolf's claimed that the filter had to be special made.
10. As of June 2001, Fetterolf's had not had the water tested as promised.
11. On or about June 19, 2001, Abbott collected a sample of the well water and send it to Mid-Atlantic Laboratories (MAL), Incorporated, for testing.
12. On or about June 20, 2001, MAL tested the sample collected by Abbott. The sample results indicated that "Total Coliform Bacteria Were Detected In This Sample- Therefore: This sample DOES NOT PASS THE POTABILITY TEST..."
13. As of on or about June 28, 2002, Fetterolf's did not return to install the filter, provide the water test results, and correct the very bad smell and taste of the water, as promised.
14. Fetterolf's never submitted the well digger's log to the Health Department as required by their regulations. The area where Abbott's house is located is known by the Health Department to have water problems.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-260(B)(8) (Effective May 1, 1999)

Fetterolf's failure to make use of a legible written contract that contains all provisions specified in the regulation is a violation of the Board's 1999 Regulation 18 VAC 50-22-260(B)(8). I recommend a monetary penalty of \$1000.00 be Imposed for violation of the regulation.

Count 2: 18 VAC 50-22-230(A) (Effective May 1, 1999)

Fetterolf's failure to operate in the name in which the license was issued is a violation of the Board's 1999 Regulation 18 VAC 50-22-230(A). I recommend a monetary penalty of \$500.00 be imposed for violation of the regulation.

Count 3: 18 VAC 50-22-260(B)(6) (Effective May 1, 1999)

Fetterolf's failure to correct the well defects, after promising to do so, is a violation of the Board's 1999 Regulation 18 VAC 50-22-260(B)(6). I recommend a monetary penalty of \$2500.00 be imposed for violation of the regulation, along with revocation of License Number 2705-055081.

Count 4: 18 VAC 50-22-260(B)(6) (Effective May 1, 1999)

Fetterolf's failure to submit the required well digger's logs to the Health Department is a violation of the Board's 1999 Regulation 18 VAC 50-22-260(B)(6). I recommend a monetary penalty of \$2500.00 be imposed for violation of the regulation, along with revocation of License Number 2705-055081..

By:

Mark D. Kinser
Presiding IFF Board Member
Board for Contractors
Date: May 19, 2003

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705-055081 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION**

BOARD FOR CONTRACTORS

**RE: ENGIN ELITOK, T/A POTOMAC CUSTOM HOMES
LICENSE NUMBER 2705-034913**

FILE NUMBER: 2001-02956

Summary of the Reconvened Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) originally convened on September 10, 2002, was reconvened on May 19, 2003, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Engin Elitok, t/a Potomac Custom Homes(Elitok) on July 15, 2002 and by notice to reconvene on January 13, 2003.

The following individuals participated at the reconvened conference: Imran and Tehimina Khan, Complainants; Madhur Khanna, Architect, Witness for Complainant; Jennifer Kazzie, Staff Member; and Mark D. Kinser, presiding Board Member.

Engin Elitok did not appear in person or by a qualified representative.

Summation of Facts

1. On or about August 27, 2000, Tehmina Khan (Khan) entered into a contract with Elitok Construction for the construction of an addition to her house located at 1005 Union Church Road, McLean, Virginia in the amount of \$218,620.00.
2. The contract used in the transaction reflects the name Elitok Construction. The licensing records for the Board for Contractors dated April 26, 2001, reveals the licensed was issued on August 1, 1996 to Engin Elitok (Elitok), trading as Elit Construction, a sole proprietorship.
3. The contract used by Elitok does not contain the minimum provisions required by the Board's 1999 Regulation 18 VAC 50-22-260.B.8, subsections (a) when work is to begin; (e) a statement of assurance that the contractor will

comply with all local requirements for building permits, inspections, and zoning; (f) disclosure of the cancellation rights of the parties; and (h) the contractor's address, license number, expiration date, class of license and specialty service.

4. On September 25, 2001, according to Mike Thout (Thout), Supervisor of Residential Inspections for Fairfax County, Elitok failed to install 6X6's inside the exterior columns and instead installed 2X4's, in violation of Section 408.3 of the Virginia Uniform Statewide Building Code.

5. The flat roof that had been installed by Elitok was bubbling and did not have adequate drainage. There were leaks and ponding water between the plywood decks that had been installed by Elitok.

6. The microlam support at the front wall of the carport was not installed. Elitok did not study the drawings to determine the location and size and did not clarify with the architect, Madhur Khanna, (Khanna), trading as A+E Collective, P.C. Elitok installed the microlam after Khanna brought it to his attention.

7. The posts for carrying the weight down to the foundation were never installed. Khanna had to get plywood sheathing removed to determine whether the framing had been provided. Upon breaking open the sheathing, the lack of adequate support was confirmed.

8. The deck drawing called for 2X12's, but Elitok installed 2X10's; the concrete base for the front columns was installed on a bed of gravel over the concrete footer; no connection was provided to the footer.

9. The concrete masonry unit pier in the crawl space was not installed. The footer had been poured and there was no pier. Elitok had loosely stacked 4" concrete masonry unit block which was only a temporary support where the pier should have been. Khan hired another contractor to correct this problem.

10. The sides of the main stair are not symmetrical and Khan hired another contractor to correct it. The workmanship on the façade of the arches on the exterior of the garage and port cochere was so poor that the plywood had to be removed. No two arches were alike and considerable expense was incurred to get them redone by an independent contractor. Elitok cut the templates after putting the templates up.

11. Elitok installed both a flat roof and a Spanish tile roof. Elitok failed to install the fascia board and drip edge on the tile roof and failed to cap some of the tile.

There were bubbles in the flat roof and there was no tapered insulation to allow for drainage; the entire roof had to be removed by another contractor and

redone.

12. Elitok failed to extend the condensation drain line from the existing air conditioner which caused water to infiltrate into the walls and onto the floors. The basement flooded one day. This problem was discovered after Elitok was no longer working on the project. Khan hired someone else to correct this problem.

Elitok never installed the sump pump which resulted in water damage inside the house. Stained baseboard and drywall had to be replaced.

13. According to the drawings, Elitok was to install a 5' door at the master bedroom, but an existing 6' door was used instead, and there was no change order.

14. Elitok applied the wirelath and paper receiving stucco upside down; the stucco contractor hired by Elitok corrected this.

15. Elitok contentiously misappropriated funds by accepting payments, but failing to pay his subcontractors and vendors.

16. Elitok's has failed to appear at the IFF conferences on September 10, 2002 and on May 19, 2003.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-230(A) - (Effective May 1, 1999)

Elitok's failure to operate under the name in which the license is issued is in violation of the Board's 1999 Regulation 18 VAC 50-22-230(A). It is recommended that a monetary penalty of \$2,500.00 be imposed for violation of the regulation.

Count 2: 18 VAC 50-22-260(B)(8) - (Effective May 1, 1999)

Elitok's failure to make use of a legible written contract that contains all provisions specified in the regulation is in violation of the Board's 1999 Regulation 18 VAC 50-22-260(B)(8). It recommended that a monetary penalty of \$500.00 be imposed for violation of the regulation.

Count 3: 18 VAC 50-22-260(B)(5) - (Effective May 1, 1999)

Elitok's actions constitute gross negligence is in violation of the Board's 1999 Regulation 18 VAC 50-22-260(B)(5). It is recommended that a monetary penalty of \$2,500.00 and license revocation be imposed for violation of the regulation.

Count 4: 18 VAC 50-22-260(B)(12) - (Effective May 1, 1999)

Elitok's failure to complete the work he contracted to perform is in violation of the Board's 1999 Regulation 18 VAC 50-22-260(B)(12). It is recommended that a monetary penalty of \$2,500.00 and license revocation be imposed for violation of the regulation.

By:

Mark D. Kinser
Presiding IFF Board Member
Board for Contractors
Date: May 19, 2003

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705-034913 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
BOARD FOR CONTRACTORS**

**RE: BATH & A HALF, INC., T/A BATH & A HALF, INC.
LICENSE NUMBER 2705-017454**

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on May 19, 2003, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Bath & A Half, Inc. (Bath & A Half) on March 31, 2003. The following individuals participated at the conference: Steve Degner, President, Bath & A Half, Inc., Respondent; Robert McCarthy, Witness for Bath & A Half, Inc.; George Hamar, Complainants; Jennifer Kazzie, Staff Member; and Mark D. Kinser, presiding Board Member.

Background

On or about April 3, 2002, the Hamars entered into a contract with Bath & A Half, Inc., in the amount of \$23,700.00, to remodel a kitchen at 4320 Ben Gunn Road, Virginia Beach, Virginia.

On or about September 3, 2002, the Enforcement Division of the Department of Professional and Occupational Regulation received a copy of a complaint from George and Marion Hamar (the Hamars") sent to the Office of the Commonwealth's Attorney, City of Virginia Beach;, Consumer Affairs Division, regarding a contract entered into with Bath & A Half, Inc.

Summation of Facts

1. The contract used by Bath & A Half, Inc. in the transaction failed to contain the minimum provisions required by the Board's 2001 Regulation 18 VAC 50-22-260(B)(9), subsections (a) when work is to begin and the estimated completion

date, (e) a statement of assurance that the contractor will comply with all local requirements for building permits, inspections, and zoning, (f) disclosure of the cancellation rights of the parties, and (h) contractor's license number, expiration date, class of license, and classifications or specialty services.

2. Bath and A Half, Inc. failed to deliver to the Hamars a fully executed copy of the contract prior to the commencement of work.

At the IFF, Mr. Hamar conceded that an executed copy of the contract was delivered prior to the commencement of the work.

3. On or about June 2002, Bath and A Half, Inc. began remodeling work at the Hamars' residence.

4. The contract specified: "Paint walls, ceiling, trim, windows and doors (only kitchen side of windows and doors will be painted) with semi-gloss latex paint, colors to be determined." The contract also specified: "All work to be completed in a workmanlike manner according to standard practices."

Bath and A Half, Inc. used flat latex paint over oil-based paint without using a primer, which resulted in the paint peeling. The bucket of paint used by Bath and A Half Inc. had a label marked "wall paint" with numbers of two primers that could be used before painting. Bath and A Half Inc. told the Hamars that this flat paint was always used instead of a primer.

Bath and A Half, Inc. failed to comply with the terms of the contract.

At the IFF, Bath & A Half acknowledged that the paint did peel, however, it was cost prohibitive to have the paint tested at a laboratory. Bath & A Half took measures to quickly remedy the situation.

5. On or about April 3, 2002, the Hamars paid Bath & A Half, Inc. \$8,000 as a deposit.

6. On or about June 12, 2002, the Hamars paid Bath & A Half, Inc. \$2,250.00 for the flooring.

At the IFF, it was acknowledged by both parties that Mr. Hamar was not happy with the installation, and consequently Bath & A Half credited the \$2,250.00 to the purchase of the cabinets. However, this was done without a written change order.

7. As of December 16, 2002, Bath and A Half, Inc. failed to complete the work contracted for.

As a result of the issues surrounding the quality of work, and the work of the subcontractors, an adversarial relationship resulted between Bath and A Half and the Hamars.

At the IFF, the testimony presented, that Bath and A Half was told to vacate the premises.

8. On or about September 3, 2002, Danny Hall ("Hall") of the Virginia Beach Permits and Inspections Office visited the Hamars' residence and talked to the Hamars. Hall discovered that the kitchen was being remodeled by Bath & A Half, Inc. Hall determined the remodeling work included electrical outlets and plumbing work.

Hall confirmed that no building, electrical, or plumbing permits were obtained for the work performed at the Hamars' residence, in violation of Section 109.1 of the Virginia Uniform Statewide Building Code. Hall did not cite Bath & A Half, Inc. for failure to obtain permits because the Hamars later got the permits.

9. Bath & A Half Inc. began installing the heart pine flooring. Bath & A Half, Inc. agreed the floor was not installed according to standards. The pine floor was pulled up causing total damage to the Hamars' sub floor.

10. During the remodeling work, Bath & A Half, Inc. damaged the walls, baseboard and sub floor.

11, Bath & A Half, Inc. used latex paint over oil-based paint, which resulted in the paint peeling. The Hamars had to replaster, prime and paint the walls twice because the ceiling cracked after Bath & A Half, Inc. installed blueboard and plastered the ceiling.

12. Bath & A Half, Inc. plastered over electrical outlets. As a result, the Hamars lost power in the kitchen and adjoining rooms. On one wall, Bath & A Half, Inc. left an exposed live receptacle.

13. On or about August 17, 2002, the cabinets were delivered to the Hamars' residence. The Hamars were disappointed in the quality of the cabinets and were unaware until the delivery that the cabinets were not constructed of solid wood. The Hamars agreed to purchase red birch cabinets based on a display, which did not show any particleboard. The Hamars were also told that the cabinets they chose were "top of the line."

There were no specifications for the cabinet requirements contained in the contract.

14. As of August 27, 2002, the Hamars requested Bath & A Half, Inc. pick up the cabinets. Bath & A Half, Inc. did not reply to the Hamars' request. On or about October 9, 2002, the Hamars' son sent Bath & A Half, Inc. a registered letter requesting the cabinets be picked up.

Bath & A Half did not pick up the cabinets, since they were custom made, and could not be returned.

15. On or about December 26, 2002, the Hamars donated sixteen (16) kitchen cabinets, some of which were damaged, trim and molding to The Home Center, South Hampton Roads Habitat for Humanity.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-260(B)(9) (Effective September 1, 2001)

Bath & A Half's failure to make use of a contract that contains all minimum provisions specified in the regulation is in violation of the Board's 2001 Regulation 18 VAC 50-22-260(B)(9). I recommend a monetary penalty of \$200.00 be imposed for violation of the regulation.

Count 2: 18 VAC 50-22-260(B)(10) (Effective September 1, 2001)

Bath & A Half delivered to the Hamars a fully executed copy of the contract before commencement of work, therefore I find no violation of the Board's 2001 Regulation 18 VAC 50-22-260(B)(10).

Count 3: 18 VAC 50-22-260(B)(15) (Effective September 1, 2001)

Due to the adversarial relationship that evolved between the Hamars and Bath & A Half, and the eventual request from the Hamars to vacate the premises, I find that Bath & A Half is responsible for the activities that led to this deterioration, and consequently I recommend a monetary penalty of \$1,000.00 in

violation of the Board's 2001 Regulation 18 VAC 50-22-260(B)(15). I further recommend remedial education to be completed within six months of the Final Order date.

Count 4: 18 VAC 50-22-260(B)(15) (Effective September 1, 2001)

Bath & A Half's failure to comply with the terms in the contract is a violation of the Board's 2001 Regulation 18 VAC 50-22-260(B)(15). I recommend a monetary penalty of \$250.00 be imposed for violation of the regulation.

Count 5: 18 VAC 50-22-260(B)(16) (Effective September 1, 2001)

Bath & A Half's failure to refund money received for work not performed or performed in part is in violation of the Board's 2001 Regulation 18 VAC 50-22-260(B)(16). I recommend a monetary penalty of \$1,000.00 be imposed for violation of the regulation.

Count 6: 18 VAC 50-22-260(B)(6) (Effective September 1, 2001)

Misconduct by Bath & A Half for failing to obtain required permits is in violation of the Board's 2001 Regulation 18 VAC 50-22-260(B)(6). I recommend a monetary penalty of \$500.00 be imposed for violation of the regulation.

Count 7: 18 VAC 50-22-260(B)(5) (Effective September 1, 2001)

Negligence and incompetence in installation of materials by Bath & A Half in the practice of contracting is in violation of the Board's 2001 Regulation 18 VAC 50-22-260(B)(5). I recommend a monetary penalty of \$500.00 be imposed for violation of the regulation.

Count 8: 18 VAC 50-22-260(B)(17) (Effective September 1, 2001)

Per the testimony provided and the fact that there were no specifications provided by the Hamars, I find no violation of the Board's 2001 Regulation 18 VAC 50-22-260(B)(17).

By:

Mark D. Kinser
Presiding IFF Board Member
Board for Contractors
Date: May 19, 2003

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705-017454 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

COMMONWEALTH OF VIRGINIA DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION

BOARD FOR CONTRACTORS

**RE: MICHAEL J. GOODROW, T/A GOODROW TILE AND CARPENTRY
LICENSE NUMBER 2705-066254**

FILE NUMBER: 2003-00397

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on May 19, 2003, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Michael Goodrow, t/a Goodrow Tile and Carpentry (Goodrow) on March 28, 2003. The following individuals participated at the conference: Jennifer Kazzie, Staff Member; and Mark D. Kinser, presiding Board Member.

Michael J. Goodrow did not appear in person or by any other representative.

Background

On or about April 24, 2002, Michael Oprysko ("Oprysko") entered into a contract with Michael J. Goodrow ("Goodrow"), t/a Goodrow Tile and Carpentry, in the amount of

\$5,378.09, for the purchase and installation of vinyl siding and other vinyl/PVC type materials to the entire house, including the trim, fascia, window moldings, attic and dryer vents, as well as replacing four rotten window sills at 1410 Winters Hill Place, Chesterfield, Virginia.

Summation of Facts

1. The contract used by Goodrow failed to contain all the minimum provisions as required by the Board's 2001 Regulation 18 VAC 50-22-260(B)(9) subsections (a) when work is to begin and the estimated completion date, (b) a statement of the total cost of the contract and the amounts and schedule for progress payments including a specific statement on the amount of the down payment, (d) a "plain-language" exculpatory clause concerning events beyond the control of the contractor and a statement explaining that delays caused by such events do not constitute abandonment and are not included in calculating

time frames for payment or performance, (e) a statement of assurance that the contractor will comply with all local requirements for building permits, inspections, and zoning, (f) disclosure of the cancellation rights of the parties, (h) contractor's license number, expiration date, class of license/certificate, and classification or specialty services, and (i) statement providing that any modification to the contract, which changed the cost, materials, work to be performed, or estimated completion date, must be in writing and signed by all parties.

2. On or about May 1, 2002, Oprysko paid Goodrow \$3,000.00 by check, as a deposit. The balance was to be paid upon the completion of the work.

3. On or about May 20, 2002, Goodrow began work on the project. Goodrow was to complete the work in 10 days. Between May 20, 2002 and June 25, 2002, Goodrow worked on a sporadic basis.

4. On or about June 25, 2002, Oprysko and Goodrow signed a written change order, which adjusted the work schedule due to a delay in the arrival of the proper siding. The siding was due to arrive no later than July 4, 2002. Goodrow was to resume work on July 8, 2002, and continue everyday until fully completed. The new proposed completion date was July 19, 2002.

5. Goodrow agreed to perform work in other areas as per the contract until the correct siding arrived. Goodrow failed to complete the other work.

6. On or about June 28, 2002, the siding arrived. Goodrow's last day on the job was July 12, 2002. Goodrow failed to complete installation of siding on the house and replace all wood as agreed.

7. On or about August 13, 2002, the licensing records of the Board for Contractors revealed the address of record for Goodrow was 3207 Terry Bluff Drive, Midlothian, Virginia.

8. On August 27, 2002, Investigator Janet Creamer, the Board's Agent, sent a letter to Goodrow at the address of record, requesting a written response to the complaint filed with

the Board. The letter was not returned from the post office. The Board's Agent did not receive a response to the letter.

9. On September 23, 2002, the Board's Agent sent a certified letter to Goodrow at the address of record. The letter was delivered and signed for by Judy Goodrow on September 25, 2002. The Board's Agent did not receive a response to the letter.

10. On October 14, 2002, the Board's Agent went to 1411 Lockett Ridge Road, Midlothian, Virginia. (Note: During the investigation, the Board's Agent obtained another location [residence] for Goodrow.) No one appeared to be at home. The Board's Agent left a business card at the location. As of November 1, 2002, the Board's Agent did not receive a response from Goodrow.

11. On or about August 13, 2002, the licensing records of the Board for Contractors revealed the address of record for Goodrow was 3207 Terry Bluff Drive, Midlothian, Virginia.

12. On October 14, 2002, Investigator Janet Creamer, the Board's Agent, went to 3207 Terry Bluff Drive, Midlothian, Virginia, in an attempt to secure a response to the complaint. The Board's Agent observed the address was a residence. The individual who answered the door, told the Board's Agent that the Goodrows did not live there. The individual also told the Board's Agent that she purchased the home in July 2002 from HUD.

13. As of February 13, 2003, the licensing records revealed no change of address for Goodrow.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-260(B)(9) (Effective September 1, 2001)

Goodrow's failure to make use of a written contract containing the minimum requirements is in violation of Board Regulation 18 VAC 50-22-260(B)(9). I recommend a monetary penalty of \$350.00 be imposed for the violation of the regulation.

Count 2: 18 VAC 50-22-260(B)(15) (Effective September 1, 2001)

Goodrow's intentional and unjustified failure to complete work contracted for is in violation of Board Regulation 18 VAC 50-22-260(B)(15). I recommend a monetary penalty of \$2500 be imposed for the violation of the regulation, along with revocation of License Number 2705-066254.

Count 3: 18 VAC 50-22-260(B)(13) (Effective September 1, 2001)

Goodrow's failure to respond to an investigator is in violation of Board Regulation 18 VAC 50-22-260(B)(13). I recommend a monetary penalty of \$1,000.00 be Imposed for the violation of the regulation.

Count 4: 18 VAC 50-22-230(B) (Effective September 1, 2001)

Goodrow's failure to notify the Board of any change in address within 30 days of the change is in violation of Board Regulation 18 VAC 50-22-230(B). I recommend a monetary penalty of \$500.00 be imposed for the violation of the regulation.

By:

Mark D. Kinser
Presiding IFF Board Member
Board for Contractors
Date: May 19, 2003

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705-066254 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

**IN THE
COMMONWEALTH OF VIRGINIA
BOARD FOR CONTRACTORS**

In Re:

Michael S Lambert, t/a Lambert's Renovation & Design
Salem, Va 24153

File Number 2003-00027
License Number 2705061019

CONSENT ORDER NUMBER: 2003-0179

Respondent Michael S Lambert, t/a Lambert's Renovation & Design ("Michael S Lambert") was at all times material to this matter a licensed Class C Contractor in Virginia (No. 2705061019).

As a result of this status, Michael S Lambert recognizes and acknowledges being subject to and bound by the Regulations of the Board for Contractors ("Board"), as well as by all other applicable Virginia laws.

A violation of these Regulations has been reported and investigated. These matters were considered on May 19, 2003 in an Informal Fact Finding Conference ("IFF") pursuant to the Administrative Process Act §§2.2-4019 and 2.2-4021 of the 1950 Code of Virginia, as amended. This IFF was held in Richmond, Virginia and was attended by Michael S. Lambert, Kristin Berkmeier and Deborah Kapsalakis,. Board Member Mark Kinser presided at the IFF.

Board's 2001 Regulations provides:

18 VAC 50-22-200. Revocation or suspension; fines.

The board may require remedial education, revoke or suspend a license/certificate or fine a licensee/certificate holder when a licensee/certificate holder has been found to have violated or cooperated with others in violating any provision of Chapter 11 (Section 54.1-1100 et seq.) of Title 54.1 of the Code of Virginia, or any regulation of the board.

The Board's duly designated representative has found sufficient evidence to believe that:

1. Michael S. Lambert, t/a Lambert's Renovation & Design, was at all times material to this matter a licensed Class C Contractor (License No. 2705061019, expiration date 02/28/03).
2. On or about October 8, 2001, Deborah Kapsalakis ("Kapsalakis") and Kristen Birkmeier ("Birkmeier") entered into a contract with Michael S. Lambert ("Lambert"), t/a

Lambert's Renovation & Design, in the amount of \$19,480.00, for the addition of a bedroom, bathroom and kitchenette at 301 Winding Way, Union Hall, Virginia.

3. On or about January 20, 2002, Deborah Kapsalakis ("Kapsalakis") and Kristen Birkmeier ("Birkmeier") entered into a contract with Michael S. Lambert ("Lambert"), t/a Lambert's Renovation & Design, in the amount of \$5,200.00, for the installation of a shingled roof at 301 Winding Way, Union Hall, Virginia.

4. The contracts used by Lambert in the transaction failed to contain the minimum provisions required by the Board's 2001 Regulation 18 VAC 50-22-260(B)(9), subsections (f) disclosure of the cancellation rights of the parties and (h) the contractor's specialty.

5. On or about October 22, 2001, Lambert performed the work at the Kapsalakis and Birkmeier residence.

6. On or about August 26, 2002, Lambert told Investigator Dale C. Amos, the Board's Agent, that he did not obtain a building permit for this job. On or about August 27, 2002, Donald Beard, Building Official for Franklin County, told the Board's Agent that Lambert failed to obtain a building permit for the work performed at 301 Winding Way, Union Hall, Virginia.

7. On or about August 26, 2002, Lambert told Investigator Dale C. Amos, the Board's Agent, that he performed all electrical installations himself; however, he does not have an electrical specialty for his license.

8. On or about July 1, 2002, the licensing records of the Board for Contractors revealed Lambert was issued Class C contractor's license number 2705061019, with home improvement contracting (HIC) specialty.

9. On or about August 26, 2002, Lambert told Investigator Dale C. Amos, the Board's Agent, that he performed all plumbing installations himself; however, he does not have a plumbing specialty for his license.

10. On or about July 1, 2002, the licensing records of the Board for Contractors revealed Lambert was issued Class C contractor's license number 2705061019.

11. Title 54, Chapter 11, Section 54.1-1100 states "Class C Contractors" perform or manage construction, removal, repairs, or improvements when (i) the total value referred to in a single contract or contract is over \$1,000.00 but less than \$7,500.00, or (ii) the total value of all such construction, removal, repair, or improvements undertaken by such person within any twelve-month period is less than \$150,000.00.

The Board and Michael S Lambert, as evidenced by the signatures affixed below, enter into this Consent Order. Michael S Lambert knowingly and voluntarily waives any further proceedings in this matter under Administrative Process Act §§2.2-4020 and 2.2-4021 of the 1950 Code of Virginia, as amended.

Further, by signing this Consent Order, Michael S Lambert acknowledges an understanding of the charges. Michael S Lambert hereby admits to the violation(s) of the Board's Regulations and consents to the following term(s) by the Board:

Count 1: 18 VAC 50-22-260(B)(9) (Effective September 1, 2001)

1. Lambert's failure to make use of legible written contracts that contains all provisions specified in the regulation is a violation of the above-cited regulation. I recommend a monetary penalty of \$500.00 be imposed for this violation.

Count 2: 18 VAC 50-22-260(B)(6) (Effective September 1, 2001)

2. Lambert's failure to obtain the permit required by Section 107.1 of the Virginia Uniform Statewide Building Code, prior to commencement of the work, is a violation of the above-cited regulation. I recommend a monetary penalty of \$500.00 be imposed for this violation.

Count 3: 18 VAC 50-22-260(B)(27) (Effective September 1, 2001)

3. Lambert's conduct of performing electrical work outside his license specialty is a violation of the above-cited regulation. I recommend a monetary penalty of \$500.00 be imposed for this violation.

Count 4: 18 VAC 50-22-260(B)(27) (Effective September 1, 2001)

4. Lambert's conduct of performing plumbing work outside his license specialty is a violation of the above-cited regulation. I recommend a monetary penalty of \$500.00 be imposed for this violation.

Count 5: 18 VAC 50-22-260(B)(27) (Effective September 1, 2001)

5. Lambert's failure to obtain a Class B contractor's license to perform the work in excess of the \$7,500 limit of a Class C contractor's license is a violation of the above-cited regulation. I recommend a monetary penalty of \$500.00 be imposed for this violation.

The total monetary penalty, for all counts, is \$2,500.00.

Additionally, Lambert agrees to voluntarily surrender his contractor's license.

The above monetary penalties, costs or sanctions are to be paid/performed within thirty days of the effective date of this consent order. Michael S Lambert acknowledges the monetary penalty and costs as a debt to the Commonwealth and agrees that in the event of a default, or the return of a check for insufficient funds, Michael S Lambert will be responsible for a penalty fee of 10% and interest at the underpayment rate prescribed in

Section 58.1-15 of the 1950 Code of Virginia, as amended, and for all reasonable administrative costs, collection fees, or attorney's fees incurred in the collection of whatever funds are due.

The effective date of this Order shall be the date of execution by the Board.

DRAFT

SEEN AND AGREED TO:

Michael S Lambert
t/a Lambert's Renovation & Design

Date

Printed Name and Title of Person Signing on behalf of Entity

CITY/COUNTY OF _____
COMMONWEALTH OF VIRGINIA

Sworn and subscribed before me this _____ day of _____, 2003.

Notary Public

My Commission Expires: _____

SO ORDERED:

Entered this _____ day of _____, 2003.

Board for Contractors

BY: _____
Louise Fontaine Ware, Secretary

COPY TESTE:

Custodian of the Records

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION**

BOARD FOR CONTRACTORS

**RE: MELVIN MORGAN ROOFING & SHEET METAL COMPANY
LICENSE NUMBER 2701036327**

FILE NUMBER: 2003-01313

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on May 19, 2003, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Melvin Morgan, President (Morgan) of Melvin Morgan Roofing & Sheet Metal Company on March 28, 2003. The following individuals participated at the conference: Barbara Chandler, Complainant; Jennifer Kazzie, Staff Member; and Mark Kinser, presiding Board Member. Melvin Morgan, did not appear at the IFF.

Background

Melvin Morgan Roofing & Sheet Metal Company was at all times material to this matter a licensed Class A Contractor (License No. 2701036327, expiration date 3-31-04).

On November 2, 2002, the Department of Professional and Occupational Regulation received a letter of complaint from Barbara Chandler (Chandler) concerning a transaction she had entered into with Melvin T. Morgan Roofing & Sheet Metal Co Inc (Morgan).

On June 24, 2002, Chandler entered into a contract with Morgan, in the amount of \$1,683.00, to install gutters and downspouts on her home at 156 Stratford Place, Danville, Virginia.

Summation of Facts

1. Morgan installed the gutters at 156 Stratford Place, Danville, Virginia. After the gutters were installed, Chandler noticed that the gutters allowed water to run all around the gutters, over the top and behind them onto the stoop of the home and into the carport and deck.
2. On October 2, 2002, in response to complaints from Chandler about the way the gutters were performing, Morgan gave Chandler a written estimate in the amount of \$1,253.00 to furnish labor and material to remove the gutters Morgan had installed on the front and rear of the house. Morgan would then install 1' X 8" yellow pine boards over

existing fascia boards on the front and rear of the house, wrap all new fascia boards with pre-painted aluminum metal, and reinstall the gutters so they are positioned closer to the roof shingles.

3. The contract used by Morgan in the transaction failed to contain the minimum provisions required by the Board's 2001 Regulation 18 VAC 50-22-260(B)(9), subsections (a) when the work is to begin and the estimated completion date, (f) disclosure of cancellation rights, and (h) the contractor's license expiration date and specialty services.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-260(B)(5) (Effective September 1, 2001)

1. Morgan failed to install the gutters in a manner that did not allow water to run all around the gutters, in violation of the above-cited regulations. I recommend a monetary penalty of \$2,500.00 and revocation of Morgan's license be imposed for this violation.

Count 2: 18 VAC 50-22-260(B)(9) (Effective September 1, 2001)

2. Morgan failure to contain in the contract the minimum provisions required by the Board's 2001 Regulation 18 VAC 50-22-260(B)(9), subsections (a) when the work is to begin and the estimated completion date, (f) disclosure of cancellation rights, and (h) the contractor's license expiration date and specialty services, is a violation of the above-cited regulations. I recommend a monetary penalty of \$500.00 be imposed for this violation.

By: _____

Mark D. Kinser
Presiding IFF Board Member
Board for Contractors
Date: _____

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2701036327 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
BOARD FOR CONTRACTORS**

**RE: FOX-SEKO CONSTRUCTION, INC.
 LICENSE NUMBER 2701034373**

FILE NUMBER: 2003-000172

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on May 19, 2003, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Edward W. Cameron, Attorney for Fox-Seko Construction, Inc. (Fox-Seko) on March 28, 2003. The following individuals participated at the conference: Alex and Tracey Deboissiere, Complainants; Jennifer Kazzie, Staff Member; and Mark Kinser, presiding Board Member. No one appeared representing Fox-Seko.

Background

On or about July 12, 2002, the Enforcement division of the Department of Professional and Occupational Regulation received a complaint from Alex DeBoissiere ("DeBoissiere") regarding a contract entered into with Fox Seko Construction Inc. ("Fox-Seko").

On or about July 24, 2001, DeBoissiere entered into a contract with Fox-Seko, in the amount of \$24,771.01, for restoration work at 2703 Valestra Circle, Oakton, Virginia.

Summation of Facts

1. On or about August 1, 2001, DeBoissiere paid Fox-Seko \$12,000.00 by check as a deposit.
2. On or about January 22, 2002, Travelers Indemnity Company issued a \$13,450.91 check to Fox-Seko, DeBoissiere, and Fleet Mortgage Group (currently Washington Mutual).
3. DeBoissiere submitted the check to Washington Mutual to be endorsed and returned to DeBoissiere. On or about February 13, 2002, Washington Mutual returned the endorsed check to DeBoissiere.

4. On or about March 3, 2002, DeBoissiere sent the check and a letter to Fox-Seko, requesting the check be endorsed and returned to DeBoissiere.
5. On or about March 2002, Fox-Seko received the \$13,450.91 check. Fox-Seko stated that the \$13,450.91 check sent by DeBoissiere was not accompanied by any cover letter.
6. On or about March 6, 2002, the \$13,450.91 check was cashed with only the endorsement of Fleet Mortgage Group (currently Washington Mutual) and Fox-Seko. The stamp indicated "Fox-Seko Construction Inc., Maintenance Division, For Deposit Only." Fox-Seko applied the \$13,450.91 to the balance of the contract price.
7. On or about April 1, 2002, DeBoissiere sent a second letter to Fox-Seko, via facsimile and overnight UPS, regarding the check. DeBoissiere made several attempts to Fox-Seko regarding the check.
8. On or about May 28, 2002, DeBoissiere sent another letter to Fox-Seko, via facsimile and overnight FedEx, requesting the return of the money.
9. On or about January 31, 2003, DeBoissiere received a check from Fox-Seko. The check was dated November 5, 2002, and was in the amount of \$679.90. (The \$679.90 refund equals an overpayment of the \$24,771.01 contract price from the \$12,000.00 deposit and the \$13,450.91 insurance check.)

Conclusion and Recommendation

Count 1: 18 VAC 50-22-260(B)(5) (Effective May 1, 1999)

1. Fox-Seko's failure to return the check, sent to Fox-Seko by DeBoissiere for Fox-Seko's endorsement and return to DeBoissiere, constitutes gross negligence and/or incompetence in the practice of contracting, in violation of the above-cited regulations. I recommend a monetary penalty of \$2,500.00 and revocation of Fox-Seko's license be imposed for this violation.

Count 2: 18 VAC 50-22-260(B)(12) (Effective May 1, 1999)

2. Fox-Seko's failure to complete the work and refund money received for work not performed by Fox-Seko constitutes retention of funds, in violation of the above-cited regulations. I recommend a monetary penalty of \$2,500.00 and revocation of Fox-Seko's license be imposed for this violation.

By:

Mark D. Kinser
Presiding IFF Board Member
Board for Contractors
Date: _____

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2701034373 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
BOARD FOR CONTRACTORS**

**RE: EXTERIOR CONCEPTS OF VIRGINIA
LICENSE NUMBER 2705036077**

FILE NUMBER: 2003-00204

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on May 19, 2003, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Ramiao Paez, t/a Exterior Concepts of Virginia (Exterior) on April 18, 2003. The following individuals participated at the conference: Jennifer Kazzie and Staff Member; and Mark Kinser, presiding Board Member. Ramiao Paez, t/a Exterior Concepts of Virginia, did not appear.

Background

On or about January 22, 2000, Judy Aldridge entered into a Contract with Exterior to build a deck to wrap around the atrium; provide and install ceramic tile in atrium, kitchen and upstairs bathroom; provide and install 25 recessed lights in kitchen, recreation room and atrium, and provide and install cubicles for shoes in master room closet for a total price of \$30,000.00. The work was to be performed at Aldridge's residence located at 6413 Prospect Street in Fredericksburg, Virginia.

Summation of Facts

1. Ramiao Paez, t/a Exterior Concepts of Virginia was at all times material to this matter a licensed Class B Contractor (License No. 2705036077, expiration date 10/31/02).
2. The work began in January, 2000. Although not in writing in the contract, Aldridge stated that Romero Jimenez (Jimenez) of Exterior verbally agreed to warrant all work for a period of five years. Jimenez failed to provide the warranty in writing, as represented.
3. After completing the installation of the ceramic tile, Jimenez of Exterior agreed to return and correct the tile and grout that immediately began to crack and break up. Aldridge told the investigator that Exterior did not return to the property to complete the work. Aldridge stated Exterior had agreed to regrout the tile.
4. During a follow-up interview with Ramiao Paez (Paez), Responsible Management for Exterior, on July 30, 2002, Paez told the investigator that he did not have a copy of the manufacturer's instructions. Exterior used grout between tiles however could not specify exactly what types of grouting materials were used. Paez stated when Exterior left the job, the tiles were not popping up.
5. Paez told the investigator that he offered to return to make any corrections, as alleged by Aldridge, however she would not let Exterior make any repairs, "as per the warranty".
6. The tile was installed directly over vinyl flooring. The contractor painted a gray material over the vinyl before installing the ceramic. No changes were made to the sub flooring. The tile began to crack and buckle soon after installation. Exterior offered to replace the grout.
7. In an effort to obtain information related to the manufacturer's instructions, and type of materials used for the ceramic tile installation, the investigator sent a letter, by regular mailing, to Exterior on October 16, 2002. No response from Exterior was received, and the letter was not returned by the Post Office.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-260(B)(6) (Effective May 1, 1999)

1. Exterior failed to provide a copy of a five year warranty to Aldridge, as promised, in violation of the above-cited regulation. I recommend a monetary penalty of \$1,000.00 be imposed for this violation.

Count 2: 18 VAC 50-22-260(B)(6) (Effective May 1, 1999)

2. Exterior failed to provide evidence to prove that the tile was installed properly, in a violation of the above-cited regulations. I recommend a monetary penalty of \$2,500.00 and license revocation be imposed for this violation.

By: _____

Mark D. Kinser
Presiding IFF Board Member
Board for Contractors

Date: _____

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705036077 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
BOARD FOR CONTRACTORS**

**RE: SUSANNA ALEXANDRA FILLMAN
LICENSE NUMBER 2705052217**

FILE NUMBER: 2002-02546

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on May 19, 2003, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Susanna A. Fillman (Fillman) on March 28, 2003. The following individuals participated at the conference: Jennifer Kazzie, Staff Member; and Mark Kinser, presiding Board Member. Fillman did not appear at the IFF.

Summation of Facts

1. Susanna Alexandra Fillman, t/a Fillman's Concrete Construction, was at all times material to this matter a licensed Class C Contractor (License No. 2705052217, expiration date 12/31/03).
2. On or about August 21, 2001, Joseph Domzalski ("Domzalski") entered into a contract with Susanna Alexandra Fillman, t/a Fillman's Concrete Construction ("Fillman"), in the amount of \$2,800.00, to remove the existing concrete driveway and a replace with a new concrete driveway at 5214 Gainsborough Dr. Fairfax, Virginia.
3. Fillman performed the work on November 8, 2001. Three areas of the concrete driveway were discolored and contained white circles. Fillman patched the three areas on November 13, 2001, after determining that the concrete in the areas in question did not mix well. The patched areas discolored and the white circles that were originally present reappeared. Fillman failed to make any additional corrections or to further address the issue.
4. The contract used by Fillman in the transaction failed to contain the minimum provisions required by the Board for Contractors 1999 Regulation, 18 VAC 50-22-260 (B)(8), subsections (e) a statement of assurance that the contractor will comply with all local requirements for building permits, inspections, and zoning, (f) disclosure of the cancellation rights of the parties, and (h) contractor's license/certificate number, expiration date, class of license/certificate, and classification or specialty services.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-260(B)(6) (Effective September 1, 2001)

1. Fillman's actions of misconduct in the practice of contracting, is a violation of the above-cited regulation. I recommend a monetary penalty of \$1,000.00 and license revocation be imposed for this violation.

Count 2: 18 VAC 50-22-260(B)(8) (Effective September 1, 2001)

2. Fillman's failure to make use of a legible contract, that contains all provisions, specified in the regulation is a violation of the above-cited regulations. I recommend a monetary penalty of \$500.00 be imposed for this violation.

By:

Mark D. Kinser
Presiding IFF Board Member
Board for Contractors

Date: _____

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705052217 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

**IN THE
COMMONWEALTH OF VIRGINIA
Board for Contractors**

In Re:

Fred H Mosser Jr, t/a F&M Drywall Home Improvement
Front Royal, Va 22630

File Number 2003-01683
License Number 2705065417

CONSENT ORDER NUMBER: 2003-0180

Respondent Fred H Mosser Jr, t/a F&M Drywall Home Improvement ("Fred H Mosser Jr") was at all times material to this matter a licensed Fred H Mosser Jr, t/a F&M Drywall Home Improvement ("Fred H Mosser Jr") in Virginia (No. 2705065417).

As a result of this status, Fred H Mosser Jr recognizes and acknowledges being subject to and bound by the Regulations of the Board for Contractors ("Board"), as well as by all other applicable Virginia laws.

A violation of these Regulations has been reported and investigated. These matters were considered on May 19, 2003 in an Informal Fact Finding Conference ("IFF") pursuant to the Administrative Process Act §§2.2-4019 and 2.2-4021 of the 1950 Code of Virginia, as amended. This IFF was held in Richmond, Virginia and was attended by Fred H Mosser Jr. Board Member Mark Kinser presided at the IFF.

Board's 2001 Regulations provides:

18 VAC 50-22-200. Remedial education, revocation or suspension; fines.

The board may require remedial education, revoke or suspend a license or fine a licensee when a licensee has been found to have violated or cooperated with others in violating any provision of Chapter 11 (§ 54.1-1100 et seq.) of Title 54.1 of the Code of Virginia, or any regulation of the board.

The Board's duly designated representative has found sufficient evidence to believe that:

1. On or about February 27, 2002, Mosser was issued Class C Contractor's license number 2705065417.
2. On or about June 27, 2001, in the Warren County General District Court, Warren Memorial Hospital Inc. was awarded a \$1,318.75 judgment against Mosser.
3. On or about September 7, 2001, in the Warren County General District Court, Luisa M. Matthews was awarded a \$646.85 judgment against Mosser.

4. On or about September 18, 2001, Mosser submitted an application for a Class C Contractor's license. Mosser was identified as the Designated Employee, Qualified Individual, and Responsible Management.

5. Mosser answered "NO" to question number 26, which asked, "During the past five years, has your business, Designated Employee, Qualified Individual(s), or Responsible Management had any outstanding/past-due debts or judgments; outstanding tax obligations; or defaults on bonds?"

6. On or about September 4, 2002, in the Warren County General District Court, Mosser was found guilty in absentia of practicing without a license, a Class 1 misdemeanor, in violation of § 54.1-111 of the Code of Virginia.

7. Mosser failed to report in writing, within 30 days of the convictions, to the Board.

8. On or about June 27, 2001, in the Warren County General District Court, Warren Memorial Hospital Inc. was awarded a \$1,318.75 judgment against Fred Mosser, Jr.

9. On or about September 7, 2001, in the Warren County General District Court, Luisa M. Matthews was awarded a \$646.85 judgment against Fred Mosser.

10. As of December 11, 2002, Mosser failed to satisfy the judgments.

The Board and Fred H Mosser Jr, as evidenced by the signatures affixed below, enter into this Consent Order. Fred H Mosser Jr knowingly and voluntarily waives any further proceedings in this matter under Administrative Process Act §§2.2-4020 and 2.2-4021 of the 1950 Code of Virginia, as amended.

Further, by signing this Consent Order, Fred H Mosser Jr acknowledges an understanding of the charges. Fred H Mosser Jr hereby admits to the violation(s) of the Board's Regulations and consents to the following term(s) by the Board:

Count 1: 18 VAC 50-22-260(B)(2) (Effective September 1, 2001)

1. Mosser's failure to provide the Board with accurate information on his application for a Class C Contractor's license, pertaining to any "outstanding or past-due debts or judgments; outstanding tax obligations; or defaults on bonds", is a violation of the above-cited regulation. I recommend a monetary penalty of \$100.00 be imposed for this violation.

Count 2: 18 VAC 50-22-260(B)(22) (Effective September 1, 2001)

2. Mosser, was found guilty in absentia of practicing without a license, a Class 1 misdemeanor, in violation of § 54.1-111 of the Code of Virginia on or about September 4, 2002, therefore as the "Designated Employee, Qualified Individual, and Responsible Management" of F & M, is in violation of the above-cited regulation.

Count 3: 18 VAC 50-22-260(B)(23) (Effective September 1, 2001)

3. Mosser failed to report in writing, within 30 days of the convictions, to the Board, in violation of the above-cited regulation. I recommend remedial education and a monetary penalty of \$100.00 be imposed for this violation.

Count 4: 18 VAC 50-22-260(B)(28) (Effective September 1, 2001) (2 Counts)

4. Mosser's failure to satisfy the two judgments against him, in the amounts of \$1,318.75 and \$646.85, are violations of the above-cited regulation. I recommend a monetary penalty of \$300.00 be imposed for these violations.

The remedial education must be successfully completed within six months of the effective date of this order.

The above monetary penalties, costs or sanctions are to be paid/performed within thirty days of the effective date of this consent order. Fred H Mosser Jr acknowledges the monetary penalty and costs as a debt to the Commonwealth and agrees that in the event of a default, or the return of a check for insufficient funds, Fred H Mosser Jr will be responsible for a penalty fee of 10% and interest at the underpayment rate prescribed in Section 58.1-15 of the 1950 Code of Virginia, as amended, and for all reasonable administrative costs, collection fees, or attorney's fees incurred in the collection of whatever funds are due.

Fred H Mosser Jr acknowledges that failure to pay the penalty, the costs, or to comply with all terms of this Order within the specified time period, shall result in the automatic suspension of Fred H Mosser Jr's license until such time as there is compliance with all terms of this Order. Fred H Mosser Jr understands the right to have this automatic suspension considered in an IFF pursuant to the Administrative Process Act §§2.2-4019 and 2.2-4021 of the 1950 Code of Virginia, as amended, but knowingly and voluntarily waives any rights to the proceeding and hereby waives any further proceedings under the Administrative Process Act §§2.2-4020 and 2.2-4021 of the 1950 Code of Virginia, as amended.

The effective date of this Order shall be the date of execution by the Board.

SEEN AND AGREED TO:

Fred H Mosser Jr
t/a F&M Drywall Home Improvement

Date

Printed Name and Title of Person Signing on behalf of Entity

CITY/COUNTY OF _____
COMMONWEALTH OF VIRGINIA

Sworn and subscribed before me this _____ day of _____, 2003.

Notary Public

My Commission Expires: _____

SO ORDERED:

Entered this _____ day of _____, 2003.

2705065417

BY: _____
Louise Fontaine Ware, Secretary

COPY TESTE:

Custodian of the Records

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION**

BOARD FOR CONTRACTORS

**RE: RONNIE B. HIGGINS, T/A RIGGINS HOME IMPROVEMENT
APPLICATION FOR CLASS C CONTRACTORS LICENSE**

FILE NUMBER: 2003-02804

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on May 19, 2003, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Ronnie Riggins (Riggins) on April 22, 2003. The following individuals participated at the conference: Ronnie Riggins, Applicant; Jennifer Kazzie, Staff Member; and Mark Kinser, presiding Board Member.

Summation of Facts

1. On or about November 22, 2003, Riggins made application for a Class C Contractors license.
2. In the application, the Mr. Riggins disclosed the following conviction:

On August 23, 1977, in Wythe County Circuit Court, Statutory Rape, a Felony.

Conclusion and Recommendation

Mr. Riggins had multiple letters of recommendation, which spoke strongly of his character. He also showed remorse for his conviction and seemed to be on the path for a prosperous and moral lifestyle. I recommend Mr. Riggins' application for a Class C Contractors license be approved.

By:

Mark Kinser
Presiding IFF Board Member
Board for Contractors

Date: _____

DRAFT